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32 **UNITED STATES DISTRICT COURT**

33 **DISTRICT OF NEVADA**

34 ROBERT BOSCH LLC,

35 Plaintiff,

36 v.

37 ADM 21 CO., LTD.; ADM USA; and  
38 ADM NORTH AMERICA,

39 Defendants.

40 Case No. 2:10-cv-01930-MMD-RJJ

41 **STIPULATION OF DISMISSAL AND [PROPOSED] ORDER**

1           WHEREAS, Robert Bosch LLC (“BOSCH”) instituted this patent-infringement action  
2 against ADM21 Co., Ltd., ADM USA, and ADM North America (collectively, “ADM”) on  
3 November 3, 2010,

4           WHEREAS, this patent-infringement action was stayed on January 3, 2012, pursuant to  
5 28 U.S.C. § 1659(a), in light of the investigation in the United States International Trade  
6 Commission, captioned *In re Certain Wiper Blades*, Inv. No. 337-TA-816 (D.I. 104), and

7           WHEREAS, the parties have entered into a settlement agreement to resolve this action  
8 and the corresponding investigation in the United States International Trade Commission,  
9 captioned *In re Certain Wiper Blades*, Inv. No. 337-TA-816, with an effective date of January  
10 27, 2014.

11           THEREFORE, pursuant to Fed. R. Civ. P. 41(a), BOSCH and ADM hereby stipulate to  
12 the dismissal of all of BOSCH’s claims in this action with prejudice. BOSCH and ADM further  
13 stipulate to the dismissal of all of ADM’s counterclaims in this action with prejudice, with the  
14 exception that ADM shall not be barred by this dismissal from asserting any or all such  
15 counterclaims in response to any assertion by Bosch of infringement by ADM of any of the  
16 patents-in-suit. Each party will bear its own costs and attorneys’ fees. The parties consent to  
17 and request that the Court retain jurisdiction to enforce the terms of their settlement agreement

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1 under the authority of *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994).

2 Dated: February 3, 2014

Respectfully submitted,

3 */s/ Marla J. Hudgens*

4 */s/ Michael D. Rounds*

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13 *Attorneys for Plaintiff*

14 *Attorneys for Defendants*

15 SO ORDERED:

16 Dated: February 4, 2014



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HON. MIRANDA M. DU  
United States District Judge